



# FREDERICK COUNTY GOVERNMENT

## DIVISION OF PLANNING & PERMITTING

Livable Frederick Planning & Design Office

Jan H. Gardner  
County Executive

Steven C. Horn, Division Director  
Kimberly Golden Brandt, Director

### MEMORANDUM

**TO:** Historic Preservation Commission  
**FROM:** Amanda Whitmore, Historic Preservation Planner  
**DATE:** November 21, 2022  
**RE:** Revision to the Template Grant Agreement for the Frederick County Rural Historic Preservation Grant Program

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#### **Issue:**

Does the Historic Preservation Commission have any comments on the revision to the template grant agreement for the Frederick County Rural Historic Preservation Grant Program (Attachment 1)?

#### **Background and Discussion:**

Staff has revised the template grant agreement for the Frederick County Rural Historic Preservation Grant Program to allow for amendments to a grant funded project if certain situations deem it necessary. The added language is a new section 8 in the agreement and includes the following language:

- Amendments: Changes to the Project Scope or Project Budget are subject to the County's determination that the proposed change is (i) warranted by the circumstances presented by Grantee; and (ii) in accordance with the Grant Purpose/Scope of Work. No amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto.

The entire draft grant agreement is attached.

#### Attachment

Attachment 1: Draft Rural Historic Preservation Grant Agreement

**ATTACHMENT 1**

**FREDERICK COUNTY GOVERNMENT**

**Division of Planning & Permitting**

Livable Frederick Planning & Design Office

Jan H. Gardner  
*County Executive*

Steven C. Horn  
*Division Director*

Kimberly Golden Brandt  
*Director*

November 22, 2022

FirstName LastName

Non-ProfitName

Address

RE: Award of Grant

FirstName LastName:

Based upon your Application for a Rural Historic Preservation Grant (the "Application") to Frederick County, Maryland ("County"), the County has determined that FirstName LastName or Non-ProfitName (the "Grantee"), owner of the property located at \_\_\_\_\_ and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, (the "Property") on which the historic resource is located, is eligible for a Grant.

The Grantee submitted the Application seeking funds for the purpose of rehabilitating a historic resource on the Property (the "Project"), which renovations (the "Scope of Work") are more specifically described in Exhibit A, incorporated herein. The County's Historic Preservation Commission (the "HPC") reviewed the Application and recommended that the County Executive fund the Project for the purposes of performing the proposed Scope of Work.

The County Executive approved the award of \$XXXXXX (the "Funds") to fund the Project. Subsequently, the HPC reviewed and approved the Certificate of Appropriateness (the "COA") Application: COA # XX-XX for the Project at the \_\_\_\_\_ XX, 202X meeting, which finalized the Scope of Work in Exhibit A.

Because of its architectural, historic, and cultural significance, including its important local associations with the development of the County, the Property was listed in the County Register of Historic Places in 20XX. The historic resource is a historic building/structure on the Property.

By signing below, the Grantee accepts this Grant Agreement (this "Agreement") and agrees to the following:

1. All of the information set forth in the Application is true and correct.
2. The Grantee and the person signing below on behalf of the Grantee, have the authority or right to sign this Agreement and agree to its terms. The Grantee and the person signing below on behalf of the Grantee, acknowledge the grant may not be used for purposes that are prohibited by federal, state, or local laws and regulations.
3. Funding: The County shall grant to the Grantee the sum of \$\_\_\_\_\_ (the “Funds”) on the condition that Grantee shall use the Funds solely for the approved expenditures, as set forth more particularly in the Scope of Work and in accordance with the terms of this Agreement.
4. Conditions:
  - a. Work on the Project, as set forth in the Application, the Scope of Work, and this Agreement, shall be completed within two (2) years from the date the grant agreement is executed (the “Grant Period”).
  - b. If the Grantee is unable to expend all the grant Funds within the Grant Period, the Grantee must notify the County of the inability to fully expend the Funds. Requests for an extension may be granted on a case-by-case basis. The Grantee must submit a written extension request to [RuralHPGrant@Frederickcountymd.gov](mailto:RuralHPGrant@Frederickcountymd.gov). Excess or unused Funds will be repaid to the County.
  - c. The Grantee shall complete the Project in accordance with “The Secretary of the Interior’s Standards for the Treatment of Historic Properties” (36 CFR 67 and 68), which may be amended from time to time, and in accordance with the Frederick County Historic District Design Guidelines.
5. Budget: If the Grantee is awarded a grant amount that is less than the amount requested in the application, the Grantee agrees that they will fully complete the project or a portion of the project for which the Funds were granted as outlined in the Project budget and included as Exhibit B. If the County determines that the Funds have been spent on goods and/or services not included in the Project budget and approved Scope of Work, reimbursement will not be authorized.
6. Payment: The County shall disburse an initial disbursement amount of \_\_\_\_% of the approved Funds (or \$\_\_\_\_\_) to the Grantee upon execution of this Agreement. An amount up to an additional 25% of Funds (or \$\_\_\_\_\_) will be reimbursed at 50% completion of the Project, upon receipt of a Reimbursement Request Form and copies of paid detailed invoices from the Grantee or the Grantee’s contractor listing in detail all the work performed and the cost thereof since the initial disbursement. The balance of Funds will be paid upon 100% completion of the Project, as described in the Scope of Work, and delivery of a Reimbursement Request Form, final report, paid detailed receipts, and photographic documentation.

Eligible expenses cannot pre-date approval of the COA application. The County shall have the right to ask for supplementary information. Prior to any reimbursement, the County shall have the right to enter the Property, with reasonable notice to the Grantee, to inspect the Project. No reimbursement shall be made until the County reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with COA and Scope of Work. Project costs in excess of the Funds shall be paid by Grantee.

7. The Work: The Project work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by the Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules, and regulations. The Grantee agrees to comply fully with the County zoning and permitting requirements and to obtain any and all required permits and approvals for the Project prior to commencing work.
8. Amendments: Changes to the Project Scope or Project Budget are subject to the County's determination that the proposed change is (i) warranted by the circumstances presented by Grantee; and (ii) in accordance with the Grant Purpose/Scope of Work. No amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto.
9. Reports: Grantee understands and acknowledges that there is quarterly reporting required as a condition of funding. Grantee shall provide the County with quarterly progress reports on March 31, June 30, September 30, and December 31, for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. Progress reports can be sent to [RuralHPGrant@frederickcountymd.gov](mailto:RuralHPGrant@frederickcountymd.gov) with subject line: Quarterly Report: [Name of Property]. Failure to submit quarterly reporting or insufficient back up documentation may result in required repayment of Funds.  
  
Grantee shall submit a final report to the County, including digital photographs and other documents, such as the final reimbursement request, within thirty (30) days from the Project completion date.
10. Marketing: Grantee agrees that any materials or publicity produced in relation to the Project must include the following citation: "Funding for this project was provided by Frederick County Government, as recommended by the Frederick County Historic Preservation Commission." By signing this Agreement, Grantee further consents to use by Frederick County, Maryland as a testimonial to the positive impact of this grant program and as a testimonial from the Grantee. This may include press releases either in print form or other media created by the County that contain Project information and images.

11. Termination: In the event that the Grantee fails to fulfill any of its obligations under this Agreement, as determined by the County, and such failure is not cured within forty-five (45) days after the County has given written notice to the Grantee specifying such failure, the County shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the County shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Paragraph 11 below.
12. Return of Funds: In the event that the Grantee fails to fulfill any of its obligations under this Agreement and the Agreement is terminated pursuant to Paragraph 10, any Funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the County without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay the County the entire amount of Funds provided under this Agreement, and the County may take such steps as are necessary, including legal action, to recover such Funds. The Grantee agrees that if it fails to repay the County of any of the Funds then such Funds shall constitute a delinquent debt owed to the County by the Grantee, and that the County may seek to collect on that debt by any means allowed for under Maryland law.
13. Indemnification: The Grantee agrees to indemnify and hold harmless the County, its officials and employees, for any grant it receives that the County determines was not used for eligible expenditures and, therefore, must be repaid. Within 60 days of receipt of written notice and demand from the County for any of the Funds, Grantee shall repay such Funds to the County.
14. Compliance with Laws: The Grantee is, and will remain, in compliance with the laws of the Federal Government, the State of Maryland, Frederick County and its political subdivisions, including all laws prohibiting discrimination.
15. Governing Law: The award of this Grant and the terms of this Agreement shall be construed in accordance with and be governed by the laws of the State of Maryland.

While financial information will be kept confidential, the names of individuals/organizations receiving grants, and the amount they receive, are public information and may be included in press releases issued by the County. It is possible that grant Funds may be reported as taxable income. Grantees will receive a form 1099-G from Frederick County, Maryland. The County cannot provide tax advice and recommends that grantees consult with a tax professional if you have questions.

If the terms of this Agreement are acceptable, please execute and submit this Agreement with an updated budget, any final bids, a completed ACH enrollment form (Attachment 1) and IRS W-9

form (Attachment 2). Signatures provided by electronic means and sent by electronic means, shall be deemed to be original signatures. If this Agreement is not executed and submitted to Frederick County, Maryland **by Monday March 22, 2021** this Agreement will become null and void and all potential grant Funds will be considered forfeited.

If you have questions, please email the Livable Frederick Planning & Design Office at [AWhitmore@FrederickCountyMD.gov](mailto:AWhitmore@FrederickCountyMD.gov)

**Frederick County, Maryland**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

Grantee: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

Scope of Work

**Exhibit B**

Project Budget